

NEWHOPE LAW, PC
CLEMENT CHENG (CA Bar #198359)
4522 Katella Ave, Suite 200
Los Alamitos, CA 90720
(714) 825-0555

Attorney for Plaintiff
SPORTSPOWER LTD.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SPORTSPOWER LTD., a PRC Hong Kong
Limited company,

Plaintiff,

vs.

AMAZON.COM SERVICES LLC., a
Delaware LLC,

Defendants.

CASE NO: 2:25-cv-744

COMPLAINT FOR:

- 1. TRADEMARK INFRINGEMENT**
- 2. FALSE DESIGNATION OF ORIGIN**

DEMAND FOR JURY TRIAL

COMPLAINT

Plaintiff Sportspower Ltd., Inc. (“Sportspower”), through counsel, hereby brings its
Complaint against Amazon.com Services LLC (“Amazon.com”).

INTRODUCTION

1. This is a Lanham Act action for trademark infringement. The plaintiff has a variety of
different trampoline products that its distributors sell online and its distributors also sell on the
Amazon website. The defendant put plaintiff's SPORTSPOWER name on their product
instruction manual online and in the product box which led to actual customer confusion.

2. Normally the plaintiff would send a notice of infringement to the Amazon online legal
review department and it would be processed expeditiously, however in this particular case, the
legal review is getting confused and not processing the infringement notice properly. The
Amazon interface does not allow sufficient communication to resolve the matter expeditiously
through the online legal review department, so unfortunately court intervention is now required.

THE PARTIES

3. Sportspower is a Hong Kong company with a principal place of business in Hong Kong. Sportspower sells SPORTSPOWER sports equipment worldwide and its distributors sell online.

4. Amazon.com Services LLC operates the Amazon.com website and has a principal address at 410 TERRY AVENUE NORTH SEATTLE, WA 98109. Amazon is the large famous online retailer that sells all kinds of products all around the world.

According to the Amazon website, “Amazon accepts service of subpoenas or other legal process only through Amazon's national registered agent, Corporation Service Company (CSC). Subpoenas or other legal process may be served by sending them to CSC at the following address: Amazon.com, Inc.

Corporation Service Company
300 Deschutes Way SW, Suite 208 MC-CSC1
Tumwater, WA 98501
Attn: Legal Department – Legal Process”

JURISDICTION AND VENUE

6. This Complaint involves a federal question because it arises under the Lanham Act, 15 U.S.C. §§ 1051 et seq. due to an assertion of a federally registered trademark which was registered at the United States Patent and Trademark Office.

7. This Court has personal jurisdiction over the defendant because they through their authorized agents, employees, and officers, transact business, done business and solicits business in California, within this jurisdictional district and elsewhere. On information and belief, the defendant has substantial and continuous contacts with California, have purposefully availed itself of the privilege of doing business in California, and have through their infringement affected the market for plaintiff's products in California, in the judicial district.

8. Venue is proper in this District under 28 U.S.C. §§ 1391 (b), (c), and 1400 (b). Venue is proper in this judicial district because the alleged infringing product was and is sold in this

judicial district.

TRADEMARK IN SUIT

11. The SPORTSPOWER trademark was registered in the United States Patent and Trademark Office on September 29, 2009 for international class 28 for, and “sporting goods namely trampolines...”. A copy of registration certificate is attached as Exhibit 2.

12. On October 6, 2024, the Sportspower customer service team was contacted by Debra Brown. This customer contacted the Sportspower customer service team to inquire about purchasing a replacement frame pad for the trampoline she had purchased on Amazon.com. The customer service representative asked for a copy of her Amazon purchase receipt. This receipt showed that this customer had purchased the **“ALTLEER 36-Inch Kids Trampoline for Toddlers, Portable Recreational Children with Handle and Safety Padded Cover, Mini Trampoline Indoor or Outdoor Jump Sports, Max Load 220 LBS, Blue”**.

13. The ASIN number of this Amazon listing is **B09X7468TM**. The customer was directed to Sportpower’s customer service through the electronic owner’s manual linked and found on the ALTLEER Amazon listing. Sportspower’s website information is found on page 2 of the manual on the ALTER Amazon listing. “ALTLEER 36-Inch Kids Trampoline for Toddlers, Portable Recreational Children with Handle and Safety Padded Cover, Mini Trampoline Indoor or Outdoor Jump Sports, Max Load 220 LBS, Blue” is not a product sold by Sportspower Ltd. Sportspower Ltd does not manufacture or distribute the product sold by ALTLEER. Sportspower Ltd. has no affiliation with ALTLEER. Sportspower only sells and owns “Sportspower 36” My 1st Trampoline with Handle”. However, this product is not currently being sold on Amazon. Amazon markets, sells and ships the ASIN **B09X7468TM** product.

14. Amazon copied Sportspower’s manual on ASIN **B09X7468TM**. Sportspower’s manual copyright registration number is **VAu001391125**. The use and infringement of Sportspower’s owner manual leads customers to believe that this product s made by Sportspower. This confusion will lead to the damage of Sportspower’s reputation because purchasers are misled as to the source of the goods when they see Sportspower’s customer service information and brand name on a product that is not sold by Sportspower and has no

1 affiliation with Sportspower.

2 15. On October 10, 2024, Sportspower sent and mailed out a cease-and-desist
3 letter/notice of copyright infringement of Sportspower Ltd.'s manual to AMAZON's IP LEGAL
4 DEPARTMENT and also filed an infringement report on Amazon.com. The Complaint ID
5 number is **16437308231**. The Amazon Report Infringement only allows a maximum of 1000
6 words/characters to explain the matter or situation which made it difficult to explain the
7 situation. On October 14, 2024, we received an email from Amapzon stating that they could not
8 act on our infringement report.

9 16. On October 25, 2024, we placed an order on Amazon.com and purchased the
10 "ALTLE 36-Inch Kids Trampoline for Toddlers, Portable Recreational Children with Handle
11 and Safety Padded Cover, Mini Trampoline Indoor or Outdoor Jump Sports, Max Load 220
12 LBS, Blue". This product was delivered by Amazon on October 31, 2024. Upon receipt, we
13 opened the packaging box in which the ALTLE trampoline came in. We retrieved the owner's
14 manual that was included with this product. We analyzed the manual and noted the multiple
15 instances in which the infringing manual replicated or mentioned Sportspower.

16 17. Sportspower's name was mentioned 14 times throughout the manual:

- 17 1. "Thank you for purchasing a Sportspower product". (page 2)
- 18 2. "Only genuine **Sportspower** replacement parts sold through our authorized agents are
19 recommended". (page 2)
- 20 3. "Replacement parts from other sources may not have been designed, tested, or manufactured
21 to **Sportspower** standards". (page 2)
- 22 4. "Because of this, **Sportspower** cannot guarantee the performance and safety of the product
23 when non-genuine replacement parts are used". (page 2)
- 24 5. "The use of non-genuine **Sportspower** replacement parts may affect any warrant claim on
25 the product, as allowed by the law in your jurisdiction". (page 2)
- 26 6. "**Sportspower** warrants its products against defects in materials and workmanship". (page 2)
- 27 7. "Extended warranty is also offered to those customers registering their products at
28 www.sportspowerltd.net within 14 days from the date of purchase". (page 2)
8. "Do not use any unauthorized **Sportspower** parts with this trampoline". (page 3)
9. "Please contact our customer service representatives to order original **Sportspower**

1 replacement parts". (page 4)

2 10. "Please stop using the trampoline immediately until this part is replaced with authorized
3 **Sportspower** parts". (page 11)

4 11. "Please contact our customer service representatives to order original **Sportspower**
5 replacement parts". (page 11)

6 12. "Please do not use unauthorized **Sportspower** parts to assemble this trampoline". (page 11)

7 13. "All replacement parts must be obtained from **Sportspower** authorized agents". (page 12)

8 14. "Any repairs or replacements must be made using authorized **Sportspower** parts in order for
9 this warranty to be valid". (page 13) See Exhibit 5.

10 18. The use and infringement of Sportspower's owner manual leads customers to
11 mistakenly believe that this product is affiliated with Sportspower. This confusion will lead to
12 the damage of Sportspower's reputation because purchasers have an expectation that
13 Sportspower customer service will stand behind the product. However, Sportspower's customer
14 service can't do anything about someone else's product when the parts are different so unfairly
15 takes the blame of product problems and customer complaints while not getting any profit from
16 any of the sales of the product.

17 COUNT I

18 TRADEMARK INFRINGEMENT

19 19. The plaintiff repeats and realleges each of the allegations in the prior paragraphs as if
20 fully set forth herein.

21 20. The defendant sells ASIN **B09X7468TM** which is a product that is sold by Amazon.
22 The product listing is attached as Exhibit 3 which states "Ships from Amazon.com" and "Sold
23 by Amazon.com". This is not a legitimate SPORTSPOWER product.

24 21. The product has a product manual that falsely claims that it is a SPORTSPOWER
25 product. See Exhibit 5.

26 22. Defendant's unauthorized sale of ASIN **B09X7468TM** with the SPORTSPOWER
27 manual has caused actual confusion. See Exhibit 4.

28 23. The plaintiff bought a sample of ASIN **B09X7468TM** to verify that there was also a
physical printed paper SPORTSPOWER manual in the box which was not a SPORTSPOWER

1 product. The manual is also online in electronic format as a PDF on the Amazon website in the
2 ASIN **B09X7468TM** listing.

3 **COUNT II**

4 **FALSE DESIGNATION OF ORIGIN**

5 24. The plaintiff repeats and realleges each of the allegations in the prior paragraphs as if
6 fully set forth herein.

7 25. The defendant sells ASIN **B09X7468TM** which is a product that is sold by Amazon.
8 The product listing is attached as Exhibit 3 which states “Ships from Amazon.com” and “Sold
9 by Amazon.com”.

10 26. The product has a product manual that falsely claims that it is a SPORTSPOWER
11 product. See Exhibit 5.

12 27. Defendant’s unauthorized sale of ASIN **B09X7468TM** with the SPORTSPOWER
13 manual has caused actual confusion.

14 28. The plaintiff bought a sample of ASIN **B09X7468TM** to verify that there was a
15 physical printed unauthorized SPORTSPOWER manual in the box which was not a
16 SPORTSPOWER product. See Exhibit 5. The unauthorized manual is also online. See Exhibit
17 6. The defendant is unjustly enriched by having SPORTSPOWER take the blame for customer
18 service issues rather than running their own customer service for this product.

19 Plaintiff demands a jury trial.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Sportspower respectfully requests the Court enter judgment as follows:

- 22 A. Declaring that ASIN **B09X7468TM** product manual infringes the SPORTSPOWER
23 trademark and constitutes false designation of origin;
- 24 B. for an order permanently enjoining defendant from unauthorized use of the
25 SPORTSPOWER trademark and enjoining the sale of ASIN **B09X7468TM**; and
- 26 C. awarding Sportspower all of defendant’s profits from the aforesaid acts of false
27 designation of origin, trademark infringement, and unjust enrichment, and for
28 statutory damages of trademark infringement, with enhanced damages should the

